

A. G. Contract No. KR-89-0899-TRD
ECS File: JPA-89-43
Project: RAM-600-3-511
Section: 40th St - Mill Ave
Relocate FAA Localizer
FAA Ref#: WPM 001 89D

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND

THE UNITED STATES FEDERAL AVIATION ADMINISTRATION

THIS AGREEMENT is entered into May 25, 1989, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and THE UNITED STATES FEDERAL AVIATION ADMINISTRATION, WESTERN-PACIFIC REGION, acting by and through its Contracting Officer (the "FAA").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. FAA is empowered by Section 302 (k) of the Federal Aviation Act of 1958 (49 U.S.C. 1342, 1343) as amended, to enter into this agreement and has resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the FAA.

3. State has in progress an improvement project to construct the Hohokam/East Papago Freeway. Incident to that improvement project it is necessary to relocate the 08R Localizer Unit which is an aviation component located in the vicinity of Phoenix Sky Harbor International Airport. The parties agree to cooperate in the relocation of the 08R Localizer and ADOT agrees to reimburse the FAA for services and materials, as set forth in Article III.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. State will:

a. Prepare engineering and construction plans and specifications, all other data (to include sketches and legal descriptions of the new site) and construction required to relocate the localizer facility in accordance with FAA standards and submit three (3) sets to FAA a minimum of two (2) months prior to award of a construction contract for review and approval.

b. Award the construction contract for the relocation of the O8R Localizer at the State's expense.

c. Prepare engineering and all other data required to demolish the existing localizer site.

d. Provide for the removal of the existing localizer fuel tank in accordance with FAA, EPA, State and local standards.

e. Provide for the relocation of power to the new localizer site.

f. Set aside sufficient funds, and bear actual costs associated with the relocation of the localizer, to be reimbursed to FAA as set forth in Article III.

2. FAA will:

a. Review plans, drawings, engineering data and such other information required for the relocation and provide State comments as appropriate.

b. Provide resident engineer/technical on site representatives as required.

c. Relocate electronic equipment and localizer antennas from the existing site to the new site.

d. Flight check the relocated localizer facility.

e. Bill State for actual expense to relocate the localizer facility as set forth in estimated costs, from page 3 in Article III within thirty (30) days of the completion of the project.

III. ESTIMATED COSTS

Plant Engineering	\$40,000
Electronic Engineering	8,500
Construction	15,000
Electronics Installation	19,500
Flight Inspection	<u>11,000</u>
Subtotal	94,000
Administrative Over-	
head @ 12%	<u>11,280</u>
Total	\$ 105,280

IV. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said project; provided, however, that this agreement may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled by in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518(B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Engineering Consultants Services
205 South 17 Avenue, Room 118E
Phoenix, AZ 85007

Federal Aviation Administration
Manager, Materiel Management Branch, AWP-52
PO Box 92007, Worldway Postal Center
Los Angeles, CA 90009

7. Attached hereto and incorporated herein by reference is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

8. If any of the foregoing provisions are in conflict with the Federal Acquisition Regulations (FAR), Subpart 17.5 - Interagency Acquisitions Under The Economy Act, the applicable provision of the FAR shall prevail.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

THE UNITED STATES OF AMERICA
Federal Aviation Administration
Western-Pacific Region

STATE OF ARIZONA
Department of Transportation

By Chauncey Walker
CHAUNCEY WALKER
Contracting Officer

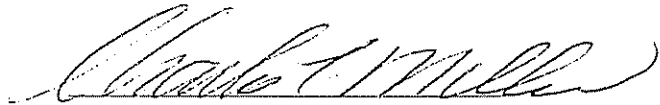
By Gary K. Robinson
GARY K. ROBINSON
Chief Deputy State Engineer

REIMBURSABLE AGREEMENT
IGA 89-43

RESOLUTION

BE IT RESOLVED on this 29th day of March 1989, that I, CHARLES L. MILLER, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the Federal Aviation Administration to relocate the 08R Localizer at Phoenix Sky Harbor International Airport outside the construction of the Salt River Channel.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Chief Deputy State Engineer.



CHARLES L. MILLER, Director
Arizona Department of
Transportation



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert K. Corbin

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. KR89-0899, is an agreement between public agencies has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 24th day of May, 1989.

ROBERT K. CORBIN
Attorney General

Albert Morgan
Assistant Attorney General
Transportation Division